



**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Federal Trade Commission,

Plaintiff,

v.

Jason Cardiff, et al.,

Defendants.

No. ED 5:18-cv-02104-SJO-PLAx

~~[PROPOSED]~~ CORRECTED
STIPULATED PRELIMINARY
INJUNCTION
AS TO DEFENDANT
DANIELLE CADIZ

On October 3, 2018, Plaintiff, the Federal Trade Commission, filed its Complaint for Permanent Injunction and Other Equitable Relief pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), the Restore Online Shoppers’ Confidence Act, (“ROSCA”), 15 U.S.C. §§ 8401-8405, and the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C. §§ 1693-1693r, and Section 6 of the Telemarketing and Consumer Fraud and Abuse Prevention Act (the “Telemarketing Act”), 15 U.S.C. § 6105, and moved, pursuant to Fed. R. Civ. P. 65(b), for a temporary restraining order, asset freeze,

1 other equitable relief, and an order to show cause why a preliminary injunction
2 should not issue against Defendants Jason Cardiff, Eunjung Cardiff, a/k/a Eunjung
3 Lee, a/k/a Eunjung No, Danielle Cadiz, a/k/a Danielle Walker, Redwood Scientific
4 Technologies, Inc. (California), Redwood Scientific Technologies, Inc. (Nevada),
5 Redwood Scientific Technologies, Inc. (Delaware), Identify, LLC, Advanced
6 Men's Institute Prolongz LLC, Run Away Products, LLC, and Carols Place
7 Limited Partnership.

8 A Temporary Restraining Order ("TRO") was entered by this Court on
9 October 10, 2018, setting a Preliminary Injunction hearing for October 23, 2018 at
10 2:00 p.m. (Dkt. No. 29) Prior to that hearing, the FTC and Defendant Danielle
11 Cadiz, a/k/a/ Danielle Walker ("Defendant Cadiz"), stipulated to an extension of
12 the TRO and a continuance of the Preliminary Injunction hearing as to Defendant
13 Cadiz until such date as the Court set. On October 24, 2018, the Court extended
14 the TRO as to Defendant Cadiz and continued the Preliminary Injunction hearing
15 to November 7, 2018. (Dkt. No. 47)

16 On November 7, 2018, the Court entered a stipulated preliminary injunction
17 as to Defendant Cadiz. (Dkt. No. 55) On February 21, 2019, the FTC brought a
18 drafting error to the Court's attention and requested that the Court issue a
19 superseding corrected stipulated Preliminary Injunction to correct the drafting
20 error. The terms of the corrected stipulated preliminary injunction are set out
21 below.

22 FINDINGS OF FACT

23 By Stipulation of the parties, the Court finds as follows:

24 A. This Court has jurisdiction over the subject matter of this case.

25 B. Venue is proper in this District.

26 C. There is good cause to believe that Defendants have engaged in and
27 are likely to engage in the deceptive or unfair acts or practices alleged in the
28 Complaint, that Plaintiff is likely to prevail on the merits of this action, that the

1 weight of the equities favors entry of this Order to protect the public interest, and
2 that immediate and irreparable damage to the Court’s ability to grant effective final
3 relief for consumers is likely to occur unless Defendants are restrained and
4 enjoined by order of this Court.

5 D. Without admitting or denying any allegations of the Complaint
6 (except as to personal and subject matter jurisdiction, which Defendant Cadiz
7 admits), Defendant Cadiz consents and stipulates to the entry of a preliminary
8 injunction in the form below without further notice or hearing.

9 E. This Court has authority to issue this Order pursuant to Section 13(b)
10 of the FTC Act, 15 U.S.C. § 53(b), Federal Rule of Civil Procedure 65, and the All
11 Writs Act, 28 U.S.C. § 1651.

12 F. No security is required of any agency of the United States for issuance
13 of a Preliminary Injunction. Fed. R. Civ. P. 65(c).

14 **DEFINITIONS**

15 For the purpose of this Order, the following definitions shall apply:

16 A. “Asset” means any legal or equitable interest in, right to, or claim to,
17 any property, wherever located and by whomever held.

18 B. “Continuity Program” means any plan, arrangement, or system under
19 which a consumer is periodically charged for products or services, without prior
20 notification by the seller before each charge.

21 C. “Corporate Defendant(s)” means Redwood Scientific Technologies,
22 Inc. (California), Redwood Scientific Technologies, Inc. (Nevada), Redwood
23 Scientific Technologies, Inc. (Delaware), Identify, LLC, Advanced Men’s Institute
24 Prolongz LLC, Run Away Products, LLC, and Carols Place Limited Partnership,
25 and each of their subsidiaries, affiliates, successors, and assigns.

26 D. “Defendant(s)” means Corporate Defendants, Jason Cardiff, Eunjung
27 Cardiff, and Danielle Cadiz, individually, collectively, or in any combination.

1 E. “Document” is synonymous in meaning and equal in scope to the
2 usage of “document” and “electronically stored information” in Federal Rule of
3 Civil Procedure 34(a), Fed. R. Civ. P. 34(a), and includes writings, drawings,
4 graphs, charts, photographs, sound and video recordings, images, Internet sites,
5 web pages, websites, electronic correspondence, including email and instant
6 messages, contracts, accounting data, advertisements, FTP Logs, Server Access
7 Logs, books, written or printed records, handwritten notes, telephone logs,
8 telephone scripts, receipt books, ledgers, personal and business canceled checks
9 and check registers, bank statements, appointment books, computer records,
10 customer or sales databases, and any other electronically stored information,
11 including Documents located on remote servers or cloud computing systems, and
12 other data or data compilations from which information can be obtained directly or,
13 if necessary, after translation into a reasonably usable form. A draft or non-
14 identical copy is a separate document within the meaning of the term.

15 F. “Electronic Data Host” means any person or entity in the business of
16 storing, hosting, or otherwise maintaining electronically stored information. This
17 includes, but is not limited to, any entity hosting a website or server, and any entity
18 providing “cloud based” electronic storage.

19 G. “Individual Defendant(s)” means Jason Cardiff, Eunjung Cardiff, and
20 Danielle Cadiz, individually, collectively, or in any combination.

21 H. “Negative Option” means, in an offer or agreement to sell or provide
22 any good or service, a provision under which the consumer’s silence or failure to
23 take an affirmative action to reject a good or service or to cancel the agreement is
24 interpreted by the seller or provider as acceptance or continuing acceptance of the
25 offer or agreement.

26 I. “Person” means a natural person, organization, or other legal entity,
27 including a corporation, partnership, proprietorship, association, cooperative, or
28 any other group or combination acting as an entity.

1 J. "Preauthorized Electronic Fund Transfer" means an electronic fund
2 transfer authorized in advance to recur at substantially regular intervals.

3 K. "Receiver" means the receiver identified in Section XIV of this Order
4 and any deputy receivers that shall be named by the receiver.

5 L. "Receivership Entities" means Corporate Defendants as well as any
6 other entity that has conducted any business related to Defendants' marketing and
7 sale of dissolvable film strips and promotion of the Rengalife multilevel marketing
8 program, including receipt of Assets derived from any activity that is the subject of
9 the Complaint in this matter, and that the Receiver determines is controlled or
10 owned by any Defendant.

11 M. "Receivership Property" means any Assets, wherever located, that are:
12 (1) owned, controlled, or held by or for the benefit of the Receivership Entities;
13 (2) in the actual or constructive possession of the Receivership Entities; or
14 (3) owned, controlled, or held by, or in the actual or constructive possession of, or
15 otherwise held for the benefit of, any corporation, partnership, trust, or other entity
16 directly or indirectly owned or controlled by the Receivership Entities.

17 ORDER

18 I. PROHIBITED BUSINESS ACTIVITIES

19 IT IS THEREFORE ORDERED that Defendant Cadiz, her officers,
20 agents, employees, and attorneys, and all other persons in active concert or
21 participation with her, who receive actual notice of this Order by personal service
22 or otherwise, whether acting directly or indirectly, in connection with the
23 advertising, marketing, promoting, or offering for sale of any goods, services, or
24 programs are preliminarily restrained and enjoined from misrepresenting or
25 assisting others in misrepresenting, expressly or by implication:

26 A. Any material fact about TBX-FREE, Eupepsia Thin, or Prolongz,
27 including, but not limited to:

28 1. That TBX-FREE is an effective smoking cessation product;

2. That TBX-FREE is more effective than either nicotine patches or nicotine gum in enabling cigarette smokers to stop smoking;
3. That TBX-FREE enables many cigarette smokers to quit in seven to ten days;
4. That TBX-FREE has an 88% success rate, including among people who have smoked cigarettes for more than five years;
5. That smokers should not need to purchase more than one month of TBX-FREE;
6. That clinical studies have been conducted on TBX-FREE, and have shown that TBX-FREE is an effective smoking cessation product;
7. That TBX-FREE has been proven in clinical studies to be more effective than nicotine patches or nicotine gum in enabling smokers to stop smoking;
8. That clinical studies of TBX-FREE conducted on 10,600 people have shown that TBX-FREE has an “88% success rate”;
9. That The New England Journal of Medicine (“NEJM”), Harvard Health Publications, and Johns Hopkins University have published clinical studies proving that TBX-FREE is an effective smoking cessation product;
10. That NEJM’s clinical studies showed that TBX-FREE is ten times more effective for smoking cessation than nicotine replacement therapy;
11. That Eupepsia Thin is an effective appetite suppressant and weight loss aid;
12. That Eupepsia Thin starts working in less than 20 seconds, and suppresses a user’s appetite within minutes;

13. That Eupepsia Thin enables users to lose 10, 20, or even 100 pounds without dieting, giving up their favorite foods, or increasing their exercise;
14. That Eupepsia Thin users can lose 15 pounds their first month without dieting or changing their food or lifestyle;
15. That Eupepsia Thin users can lose as much as 20 pounds in one month and as much as 50 pounds in three months;
16. That Eupepsia Thin is more effective at causing weight loss than conventional calorie reduction and meal plans;
17. That Eupepsia Thin enables consumers to avoid gaining back weight they lose, without any lifestyle changes;
18. That clinical studies have been conducted on Eupepsia Thin and those studies show that it is an effective appetite suppressant and weight loss aid;
19. That Prolongz substantially increases ejaculation control and the duration of sex;
20. That Prolongz treats or prevents premature ejaculation;
21. That Prolongz is clinically proven to increase ejaculation control and the duration of sex for more than 97% of users;
22. That Eupepsia Thin is made in the United States;
23. That individuals appearing in advertising for Eupepsia Thin used that product successfully to lose weight; and
24. That consumers who are not satisfied with the product they purchased will get their money back;

B. Any material fact about any multi-level marketing plan, including, but not limited to, the income that participants in the plan are likely to earn; and

1 C. Any other fact material to consumers concerning any good or service,
2 such as: the total costs; any material restrictions, limitations, or conditions; or any
3 material aspect of its performance, efficacy, nature, or central characteristics.

4 **II. PROHIBITIONS AGAINST UNFAIR AND DECEPTIVE NEGATIVE**
5 **OPTION MARKETING PRACTICES**

6 **IT IS FURTHER ORDERED** that Defendant Cadiz, her officers, agents,
7 employees, and attorneys, and all other persons in active concert or participation
8 with any of them, who receive actual notice of this Order, whether acting directly
9 or indirectly, in connection with the sale of any good or service are preliminarily
10 restrained and enjoined from charging, causing to be charged, assisting others in
11 charging, or attempting to charge any consumer in any sale of a good or service
12 sold through a negative option without:

13 A. Clearly and conspicuously disclosing all material terms of the
14 negative option features before obtaining the consumer's billing information;

15 B. Obtaining a consumer's express informed consent, written or similarly
16 authorized, to the negative option features before making any charge; and

17 C. Providing a simple mechanism for a consumer to stop recurring
18 charges from being placed on the consumer's credit card, debit card, or other
19 financial account.

20 **III. PROHIBITIONS AGAINST UNAUTHORIZED CHARGES**

21 **IT IS FURTHER ORDERED** that Defendant Cadiz, her officers, agents,
22 employees, and attorneys, and all other persons in active concert or participation
23 with any of them, who receive actual notice of this Order, whether acting directly
24 or indirectly, are preliminarily restrained and enjoined from charging, causing to be
25 charged, assisting others in charging, or attempting to charge any consumer for any
26 good or service without first obtaining the consumer's express informed consent,
27 written or similarly authorized, to the charge.

1 **IV. PROHIBITIONS AGAINST DEBITING CONSUMERS' BANK**
2 **ACCOUNTS WITHOUT AUTHORIZATION**

3 **IT IS FURTHER ORDERED** that Defendant Cadiz, her officers, agents,
4 employees, and attorneys, and all other persons in active concert or participation
5 with any of them, who receive actual notice of this Order, whether acting directly
6 or indirectly, in connection with the sale of any good or service, are preliminarily
7 restrained and enjoined from:

8 A. Failing to timely obtain written authorization signed or similarly
9 authenticated by the consumer for any Preauthorized Electronic Fund Transfer
10 from a consumer's account before initiating any Preauthorized Electronic Fund
11 Transfer; and

12 B. Failing to provide to the consumer a copy of a valid written
13 authorization signed or similarly authenticated by the consumer for any
14 Preauthorized Electronic Fund Transfer from a consumer's account.

15 **V. PROHIBITION OF PRERECORDED MARKETING CALLS**

16 **IT IS FURTHER ORDERED** that Defendant Cadiz, her officers, agents,
17 employees, and attorneys, and all other persons in active concert or participation
18 with any of them, who receive actual notice of this Order, whether acting directly
19 or indirectly, are preliminarily restrained and enjoined from initiating or causing
20 the initiation of outbound telephone calls delivering prerecorded messages to
21 induce the sale of goods or services.

22 **VI. PROHIBITION ON RELEASE OF CUSTOMER INFORMATION**

23 **IT IS FURTHER ORDERED** that Defendant Cadiz, her officers, agents,
24 employees, and attorneys, and all other persons in active concert or participation
25 with any of them, who receive actual notice of this Order, whether acting directly
26 or indirectly, are preliminarily restrained and enjoined from:

27 A. Selling, renting, leasing, transferring, or otherwise disclosing, the
28 name, address, birth date, telephone number, email address, credit card number,

1 bank account number, Social Security number, or other financial or identifying
2 information of any person that any Defendant obtained in connection with any
3 activity that pertains to the subject matter of this Order; and

4 B. Benefitting from or using the name, address, birth date, telephone
5 number, email address, credit card number, bank account number, Social Security
6 number, or other financial or identifying information of any person that any
7 Defendant obtained in connection with any activity that pertains to the subject
8 matter of this Order.

9 Provided, however, that Defendant Cadiz may disclose such identifying
10 information to a law enforcement agency, to her attorneys as required for her
11 defense, as required by any law, regulation, or court order, or in any filings,
12 pleadings or discovery in this action in the manner required by the Federal Rules of
13 Civil Procedure and by any protective order in the case.

14 **VII. ASSET FREEZE**

15 **IT IS FURTHER ORDERED** that Defendant Cadiz and her officers,
16 agents, employees, and attorneys, and all other persons in active concert or
17 participation with any of them, who receive actual notice of this Order, whether
18 acting directly or indirectly, are preliminarily restrained and enjoined from:

19 A. Transferring, liquidating, converting, encumbering, pledging, loaning,
20 selling, concealing, dissipating, disbursing, assigning, relinquishing, spending,
21 withdrawing, granting a lien or security interest or other interest in, or otherwise
22 disposing of any Assets that are:

- 23 1. Owned or controlled, directly or indirectly, by any Defendant,
24 including, but not limited to, those for which any Defendant is a
25 signatory on the account;
 - 26 2. Held, in part or in whole, for the benefit of any Defendant;
 - 27 3. In the actual or constructive possession of any Defendant; or
- 28

1 4. Owned or controlled by, in the actual or constructive possession
2 of, or otherwise held for the benefit of, any corporation,
3 partnership, asset protection trust, or other entity that is directly
4 or indirectly owned, managed or controlled by any Defendant.

5 B. Opening or causing to be opened any safe deposit boxes, commercial
6 mail boxes, or storage facilities titled in the name of any Defendant or subject to
7 access by any Defendant, except as necessary to comply with written requests from
8 the Receiver acting pursuant to its authority under this Order;

9 C. Incurring charges or cash advances on any credit, debit, or ATM card
10 issued in the name, individually or jointly, of any Corporate Defendant or any
11 corporation, partnership, or other entity directly or indirectly owned, managed, or
12 controlled by any Defendant, or of which any Defendant is an officer, director,
13 member, or manager. This includes any corporate bankcard or corporate credit
14 card account for which any Defendant is, or was on the date that this Order was
15 signed, an authorized signer; or

16 D. Cashing any checks or depositing any money orders or cash received
17 from consumers, clients, or customers of any Defendant.

18 E. The Assets affected by this Section shall include:

- 19 1. All Assets of Defendants as of the time the TRO was entered;
20 2. All Assets obtained by Defendants after the TRO was entered if
21 those Assets are derived from any activity that is the subject of
22 the Complaint in this matter or that is prohibited by this Order;
23 and
24 3. All Assets owned or controlled, directly or indirectly, by
25 Defendant Jason Cardiff or Defendant Eunjung Cardiff,
26 including, but not limited to, the Jurikel Family Trust, or Carols
27 Place Trust.
28

1 F. The following Assets are exempt from this section, and shall be
2 released upon entry of this Order:

- 3 1. \$1188.83 from Defendant Cadiz's Capital One account ending
4 #8075;
- 5 2. \$336.00 from Defendant Cadiz's US Bank account ending
6 #9004; and
- 7 3. All funds from Defendant Cadiz's Bank of America account
8 ending #6326.

9 G. This Section does not prohibit any transfers to the Receiver or
10 repatriation of foreign Assets specifically required by this Order.

11 **VIII. DUTIES OF ASSET HOLDERS AND OTHER THIRD PARTIES**

12 **IT IS FURTHER ORDERED** that any financial or brokerage institution,
13 Electronic Data Host, credit card processor, payment processor, merchant bank,
14 acquiring bank, independent sales organization, third party processor or vendor,
15 payment gateway, insurance company, business entity, or person who receives
16 actual notice of this Order (by service or otherwise) that:

- 17 (a) has held, controlled, or maintained custody, through an account
18 or otherwise, of any Document on behalf of Defendant Cadiz or
19 any Asset that has been owned or controlled, directly or
20 indirectly, by Defendant Cadiz; held, in part or in whole, for the
21 benefit of Defendant Cadiz; in the actual or constructive
22 possession of Defendant Cadiz; or owned or controlled by, in
23 the actual or constructive possession of, or otherwise held for
24 the benefit of, any corporation, partnership, asset protection
25 trust, or other entity that is directly or indirectly owned,
26 managed or controlled by Defendant Cadiz;
- 27 (b) has held, controlled, or maintained custody, through an account
28 or otherwise, of any Document or Asset associated with credits,

1 debits, or charges made on behalf of Defendant Cadiz,
2 including reserve funds held by payment processors, credit card
3 processors, merchant banks, acquiring banks, independent sales
4 organizations, third party processors or vendors, payment
5 gateways, insurance companies, or other entities; or

6 (c) has extended credit to Defendant Cadiz, including through a
7 credit card account, shall:

8 A. Hold, preserve, and retain within its control and prohibit the
9 withdrawal, removal, alteration, assignment, transfer, pledge, encumbrance,
10 disbursement, dissipation, relinquishment, conversion, sale, or other disposal of
11 any such Document or Asset, as well as all Documents or other property related to
12 such Assets, except as provided in Section VII.E(1) of this Order or as further
13 ordered by this Court;

14 B. Deny any person, except the Receiver, access to any safe deposit box,
15 commercial mail box, or storage facility that is titled in the name of Defendant
16 Cadiz, either individually or jointly, or otherwise subject to access by Defendant
17 Cadiz;

18 C. Unless already provided pursuant to the TRO, provide Plaintiff's
19 counsel and the Receiver, within three (3) days of receiving a copy of this Order, a
20 sworn statement setting forth:

- 21 1. The identification number of each such account or Asset;
- 22 2. The balance of each such account, or a description of the nature
23 and value of each such Asset as of the close of business on the
24 day on which this Order is served, and, if the account or other
25 Asset has been closed or removed, the date closed or removed,
26 the total funds removed in order to close the account, and the
27 name of the person or entity to whom such account or other
28 Asset was remitted; and

1 3. The identification of any safe deposit box, commercial mail
2 box, or storage facility that is either titled in the name,
3 individually or jointly, of Defendant Cadiz, or is otherwise
4 subject to access by Defendant Cadiz; and

5 D. Upon the request of Plaintiff's counsel or the Receiver, promptly
6 provide Plaintiff's counsel and the Receiver with copies of all records or other
7 Documents pertaining to any account covered by this Section or Asset, including
8 originals or copies of account applications, account statements, signature cards,
9 checks, drafts, deposit tickets, transfers to and from the accounts, including wire
10 transfers and wire transfer instructions, all other debit and credit instruments or
11 slips, currency transaction reports, 1099 forms, and all logs and records pertaining
12 to safe deposit boxes, commercial mail boxes, and storage facilities.
13 Provided, however, that this Section does not prohibit any transfers to the Receiver
14 or repatriation of foreign Assets specifically required by this Order.

15 **IX. FOREIGN ASSET REPATRIATION**

16 **IT IS FURTHER ORDERED** that, to the extent not already done pursuant
17 to the TRO, within five (5) days following the service of this Order, Defendant
18 Cadiz shall:

19 A. Provide Plaintiff's counsel and the Receiver with a full accounting,
20 verified under oath and accurate as of the date of this Order, of all Assets,
21 Documents, and accounts outside of the United States that are: (1) titled in the
22 name, individually or jointly, of any Defendant; (2) held by any person or entity
23 for the benefit of any Defendant or for the benefit of, any corporation, partnership,
24 asset protection trust, or other entity that is directly or indirectly owned, managed
25 or controlled by any Defendant; or (3) under the direct or indirect control, whether
26 jointly or singly, of any Defendant;

1 B. Take all steps necessary to provide the Receiver and Plaintiff's
2 counsel access to all Documents and records that may be held by third parties
3 located outside of the territorial United States of America;

4 C. Transfer to the territory of the United States and deliver to the
5 Receiver all Documents and Assets located in foreign countries that are: (1) titled
6 in the name, individually or jointly, of any Defendant, or any trust or other entity
7 for which any Defendant is a beneficiary or trustee; (2) held by any person or
8 entity for the benefit of any Defendant or for the benefit of any corporation,
9 partnership, asset protection trust, or other entity that is directly or indirectly
10 owned, managed or controlled by any Defendant; or (3) under the direct or indirect
11 control, whether jointly or singly, of any Defendant; and

12 D. The same business day as any repatriation, (1) notify the Receiver and
13 Plaintiff's counsel of the name and location of the financial institution or other
14 entity that is the recipient of such Documents or Assets; and (2) serve this Order on
15 any such financial institution or other entity.

16 **X. NON-INTERFERENCE WITH ASSET FREEZE AND**
17 **REPATRIATION**

18 **IT IS FURTHER ORDERED** that Defendant Cadiz, her officers, agents,
19 employees, and attorneys, and all other persons in active concert or participation
20 with any of them, who receive actual notice of this Order, whether acting directly
21 or indirectly, are hereby preliminarily restrained and enjoined from taking any
22 action, directly or indirectly, which may result in the encumbrance, transfer,
23 relocation, or dissipation of domestic or foreign Assets, or in the hindrance of the
24 repatriation required by this Order, including, but not limited to:

25 A. Sending any communication or engaging in any other act, directly or
26 indirectly, that results in a determination by a foreign trustee or other entity that a
27 "duress" event has occurred under the terms of a foreign trust agreement until such
28

1 time that all Defendants' Assets have been fully repatriated pursuant to this Order
2 or any other order issued by this Court; or

3 B. Notifying any trustee, protector, or other agent of any foreign trust or
4 other related entities of either the existence of this Order, or of the fact that
5 repatriation is required pursuant to a court order, until such time that all
6 Defendants' Assets have been fully repatriated pursuant to this Order or any other
7 order issued by this Court.

8 **XI. CONSUMER CREDIT REPORTS**

9 **IT IS FURTHER ORDERED** that Plaintiff may obtain credit reports
10 concerning Defendant Cadiz pursuant to Section 604(a)(1) of the Fair Credit
11 Reporting Act, 15 U.S.C. 1681b(a)(1), and that, upon written request, any credit
12 reporting agency from which such reports are requested shall provide them to
13 Plaintiff.

14 **XII. PRESERVATION OF RECORDS**

15 **IT IS FURTHER ORDERED** that Defendant Cadiz, her officers, agents,
16 employees, and attorneys, and all other persons in active concert or participation
17 with any of them, who receive actual notice of this Order, whether acting directly
18 or indirectly, are hereby preliminarily restrained and enjoined from:

19 A. Destroying, erasing, falsifying, writing over, mutilating, concealing,
20 altering, transferring, or otherwise disposing of, in any manner, directly or
21 indirectly, Documents that relate to: (1) the business, business practices, Assets, or
22 business or personal finances of any Defendant; (2) the business practices or
23 finances of entities directly or indirectly under the control of any Defendant; or (3)
24 the business practices or finances of entities directly or indirectly under common
25 control with any other Defendant; and

26 B. Failing to create and maintain Documents that, in reasonable detail,
27 accurately, fairly, and completely reflect Defendant Cadiz's income,
28 disbursements, transactions, and use of her Assets.

1 **XIII. REPORT OF NEW BUSINESS ACTIVITY**

2 **IT IS FURTHER ORDERED** that, to the extent not already done pursuant
3 to the TRO, Defendant Cadiz, her officers, agents, employees, and attorneys, and
4 all other persons in active concert or participation with any of them, who receive
5 actual notice of this Order, whether acting directly or indirectly, are preliminarily
6 restrained and enjoined from creating, operating, or exercising any control over
7 any business entity, whether newly formed or previously inactive, including any
8 partnership, limited partnership, joint venture, sole proprietorship, or corporation,
9 without first providing Plaintiff's counsel and the Receiver with a written
10 statement disclosing: (1) the name of the business entity; (2) the address and
11 telephone number of the business entity; (3) the names of the business entity's
12 officers, directors, principals, managers, and employees; and (4) a detailed
13 description of the business entity's intended activities.

14 **XIV. CONTINUATION OF THE RECEIVERSHIP**

15 **IT IS FURTHER ORDERED** that Robb Evans & Associates shall
16 continue to serve as the Receiver of the Receivership Entities with full powers of
17 an equity receiver. The Receiver shall be solely the agent of this Court in acting as
18 Receiver under this Order.

19 **XV. DUTIES AND AUTHORITY OF RECEIVER**

20 **IT IS FURTHER ORDERED** that the Receiver is directed and authorized
21 to accomplish the following:

22 A. Assume full control of the Receivership Entities by removing, as the
23 Receiver deems necessary or advisable, any director, officer, independent
24 contractor, employee, attorney, or agent of any Receivership Entity from control
25 of, management of, or participation in, the affairs of the Receivership Entity;

26 B. Take exclusive custody, control, and possession of all Assets and
27 Documents of, or in the possession, custody, or under the control of, any
28 Receivership Entity covered by Section XIV of this Order, wherever situated;

1 C. Take exclusive custody, control, and possession of all Documents or
2 Assets associated with credits, debits, or charges made on behalf of any
3 Receivership Entity, wherever situated, including reserve funds held by payment
4 processors, credit card processors, merchant banks, acquiring banks, independent
5 sales organizations, third party processors, payment gateways, insurance
6 companies, or other entities;

7 D. Conserve, hold, manage, and prevent the loss of all Receivership
8 Property, and perform all acts necessary or advisable to preserve the value of those
9 Assets. The Receiver shall assume control over the income and profits therefrom
10 and all sums of money now or hereafter due or owing to the Receivership Entities.
11 The Receiver shall have full power to sue for, collect, and receive, all Receivership
12 Property and all Assets of other persons or entities whose interests are now under
13 the direction, possession, custody, or control of, the Receivership Entities.
14 Provided, however, that the Receiver shall not attempt to collect any amount from
15 a consumer if the Receiver believes the consumer's debt to the Receivership
16 Entities has resulted from the deceptive acts or practices or other violations of law
17 alleged in the Complaint in this matter, without prior Court approval;

18 E. Take exclusive custody, control, and possession of the following
19 valuable articles in the possession, custody, or under the control of, Defendants,
20 including their officers, directors, managers, employees, or owners, wherever
21 located:

- 22 1. Ladies 14K yellow gold and diamond ring. Insured for
23 \$11,813.
- 24 2. Ladies diamond pendent setting 14 KT. Insured for \$23,730.
- 25 3. Ladies Diamond Stud Earrings. Insured for \$34,125.
- 26 4. Ladies Diamond Fancy Ring. Insured for \$31,763.
- 27 5. Mens Roadster SM WG/WG Paved Bezel. Insured for
28 \$32,550.

6. Ladies handmade platinum diamond bracelet. Insured for \$46,725.
7. Mens GTS 18KT white gold Daytona Rolex. Insured for \$42,000.
8. 5.08 ct round diamond I color S12 Clarity EGL platinum ring. Insured for \$102,076.
9. Mens Rolex Yacht-Master 18K gold watch. Insured for \$14,125.
10. Ladies Love Bra yellow gold 4 dia[] 17 cm. Insured for \$9,819.
11. Ladies yellow gold ring, Serial #UD0824. Insured for \$2,284.
12. Ladies fancy diamond bracelet. Insured for \$39,397.
13. Mens Rolex watch 18KT gold Pearlmaster. Insured for \$33,180.
14. Tiffany pearl bracelet. Insured for \$3,166.
15. Ladies emerald and diamond ring. Insured for \$24,856.
16. IWC Portofino moon phase watch. Insured for \$8,000.
17. Pre-owner Ladies stainless steel Patek Phili[ppe]. Insured for \$8,145.
18. Rolex Vintage Thund[er]. Insured for \$9,000.
19. Stuart Moore “Aronade” platinum diamond. Insured for \$12,650.
20. Peter Philippe annual calendar wristwatch. Insured for \$41,300.
21. 18K yellow gold Tiffany Diamond Bracelet. #B0164. Insured for \$7,600.
22. “Living Room” Artist Romero Britto. Insured for \$12,600.
23. Hermes Birkin bag, size 35 (Togo leather; in Sienna color). Insured for \$20,000.

1 24. Hermes Birkin bag, size 35 (Togo leather; Curry). Insured for
2 \$20,000.

3 25. Ladies ring round center stone 8.5 cts, VS2 with diamonds.
4 Insured for \$532,000.

5 26. MenOCOs Patek Philippe gold calendar watch model 5035J.
6 Insured for \$28,500.

7 To the extent Defendant Cadiz has any of the foregoing articles in her possession,
8 custody, or control, she shall deliver them to the Receiver at a place and time to be
9 determined by the Receiver.

10 F. Obtain, conserve, hold, manage, and prevent the loss of all Documents
11 of the Receivership Entities, and perform all acts necessary or advisable to
12 preserve such Documents. The Receiver shall: divert mail; preserve all
13 Documents of the Receivership Entities that are accessible via electronic means
14 (such as online access to financial accounts and access to electronic documents
15 held onsite or by Electronic Data Hosts, by changing usernames, passwords or
16 other log-in credentials; take possession of all electronic Documents of the
17 Receivership Entities stored onsite or remotely; take whatever steps necessary to
18 preserve all such Documents; and obtain the assistance of the FTC's Digital
19 Forensic Unit for the purpose of obtaining electronic documents stored onsite or
20 remotely.

21 G. Choose, engage, and employ attorneys, accountants, appraisers, and
22 other independent contractors and technical specialists, as the Receiver deems
23 advisable or necessary in the performance of duties and responsibilities under the
24 authority granted by this Order;

25 H. Make payments and disbursements from the receivership estate that
26 are necessary or advisable for carrying out the directions of, or exercising the
27 authority granted by, this Order, and to incur, or authorize the making of, such
28 agreements as may be necessary and advisable in discharging his or her duties as

1 Receiver. The Receiver shall apply to the Court for prior approval of any payment
2 of any debt or obligation incurred by the Receivership Entities prior to the date of
3 entry of this Order, except payments that the Receiver deems necessary or
4 advisable to secure Assets of the Receivership Entities, such as rental payments;

5 I. Take all steps necessary not already taken pursuant to the TRO to
6 secure and take exclusive custody of each location from which the Receivership
7 Entities operate their businesses. Such steps may include, but are not limited to,
8 any of the following, as the Receiver deems necessary or advisable: (1) securing
9 the location by changing the locks and alarm codes and disconnecting any Internet
10 access or other means of access to the computers, servers, internal networks, or
11 other records maintained at that location; and (2) requiring any persons present at
12 the location to leave the premises, to provide the Receiver with proof of
13 identification, and/or to demonstrate to the satisfaction of the Receiver that such
14 persons are not removing from the premises Documents or Assets of the
15 Receivership Entities, including, but not limited to, telephones, computers, and
16 tablets paid for by the Receivership Entities. Law enforcement personnel,
17 including, but not limited to, police or sheriffs, may assist the Receiver in
18 implementing these provisions in order to keep the peace and maintain security. If
19 requested by the Receiver, the United States Marshal will provide appropriate and
20 necessary assistance to the Receiver to implement this Order and is authorized to
21 use any necessary and reasonable force to do so;

22 J. Take all steps necessary to prevent the modification, destruction, or
23 erasure of any web page or website registered to and operated, in whole or in part,
24 by any Defendants, and to provide access to all such web page or websites to
25 Plaintiff's representatives, agents, and assistants, as well as Defendants and their
26 representatives;

27 K. Enter into and cancel contracts and purchase insurance as advisable or
28 necessary;

1 L. Prevent the inequitable distribution of Assets and determine, adjust,
2 and protect the interests of consumers who have transacted business with the
3 Receivership Entities;

4 M. Make an accounting, as soon as practicable, of the Assets and
5 financial condition of the receivership and file the accounting with the Court and
6 deliver copies thereof to all parties;

7 N. Institute, compromise, adjust, appear in, intervene in, defend, dispose
8 of, or otherwise become party to any legal action in state, federal or foreign courts
9 or arbitration proceedings as the Receiver deems necessary and advisable to
10 preserve or recover the Assets of the Receivership Entities, or to carry out the
11 Receiver's mandate under this Order, including, but not limited to, actions
12 challenging fraudulent or voidable transfers;

13 O. Issue subpoenas to obtain Documents and records pertaining to the
14 Receivership, and conduct discovery in this action on behalf of the receivership
15 estate, in addition to obtaining other discovery as set forth in this Order;

16 P. Open one or more bank accounts at designated depositories for funds
17 of the Receivership Entities. The Receiver shall deposit all funds of the
18 Receivership Entities in such designated accounts and shall make all payments and
19 disbursements from the receivership estate from such accounts. The Receiver shall
20 serve copies of monthly account statements on all parties;

21 Q. Maintain accurate records of all receipts and expenditures incurred as
22 Receiver;

23 R. Allow Plaintiffs' representatives, agents, and assistants, as well as
24 Defendants and their representatives reasonable access to the premises of the
25 Receivership Entities, or any other premises where the Receivership Entities
26 conduct business. The purpose of this access shall be to inspect and copy any and
27 all books, records, Documents, accounts, and other property owned by, or in the
28 possession of, the Receivership Entities or their agents. The Receiver shall have

1 the discretion to determine the time, manner, and reasonable conditions of such
2 access;

3 S. Allow Plaintiffs' representatives, agents, and assistants, as well as
4 Defendants and their representatives reasonable access to all Documents in the
5 possession, custody, or control of the Receivership Entities;

6 T. Cooperate with reasonable requests for information or assistance from
7 any state or federal civil or criminal law enforcement agency;

8 U. Suspend business operations of the Receivership Entities if in the
9 judgment of the Receiver such operations cannot be continued legally and
10 profitably;

11 V. If the Receiver identifies a nonparty entity as a Receivership Entity,
12 promptly notify the entity as well as the parties, and inform the entity that it can
13 challenge the Receiver's determination by filing a motion with the Court.

14 Provided, however, that the Receiver may delay providing such notice until the
15 Receiver has established control of the nonparty entity and its assets and records, if
16 the Receiver determines that notice to the entity or the parties before the Receiver
17 establishes control over the entity may result in the destruction of records,
18 dissipation of assets, or any other obstruction of the Receiver's control of the
19 entity;

20 W. If in the Receiver's judgment the business operations cannot be
21 continued legally and profitably, take all steps necessary to ensure that any of the
22 Receivership Entities' web pages or websites relating to the activities alleged in the
23 Complaint cannot be accessed by the public, or are modified for consumer
24 education and/or informational purposes, and take all steps necessary to ensure that
25 any telephone numbers associated with the Receivership Entities cannot be
26 accessed by the public, or are answered solely to provide consumer education or
27 information regarding the status of operations; and
28

1 X. File timely reports with the Court at reasonable intervals or as
2 otherwise directed by the Court.

3 **XVI. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

4 **IT IS FURTHER ORDERED** that, to the extent not already done pursuant
5 to the TRO, Defendant Cadiz and any other person with possession, custody, or
6 control of property of, or records relating to, the Receivership Entities shall, upon
7 notice of this Order by personal service or otherwise, fully cooperate with and
8 assist the Receiver in taking and maintaining possession, custody, or control of the
9 Assets and Documents of the Receivership Entities and immediately provide,
10 transfer, or deliver to the Receiver possession, custody, and control of, the
11 following:

12 A. All Assets held by or for the benefit of the Receivership Entities;

13 B. All Documents or Assets associated with credits, debits, or charges
14 made on behalf of any Receivership Entity, wherever situated, including reserve
15 funds held by payment processors, credit card processors, merchant banks,
16 acquiring banks, independent sales organizations, third party processors, payment
17 gateways, insurance companies, or other entities;

18 C. All Documents of or pertaining to the Receivership Entities;

19 D. All computers, electronic devices, mobile devices, and machines used
20 to conduct the business of the Receivership Entities;

21 E. All Assets and Documents belonging to other persons or entities
22 whose interests are under the direction, possession, custody, or control of the
23 Receivership Entities; and

24 F. All keys, codes, user names, passwords, and all other means of
25 authentication necessary to gain or to secure access to any Assets or Documents of
26 or pertaining to the Receivership Entities, including access to their business
27 premises, means of communication, mobile phones, accounts, computer systems
28 (onsite and remote), Electronic Data Hosts, or other property.

1 In the event that any person or entity fails to deliver or transfer any Asset,
2 Document, or otherwise fails to comply with any provision of this Section, the
3 Receiver may file an Affidavit of Non-Compliance regarding the failure and a
4 motion seeking compliance or a contempt citation.

5 **XVII. PROVISION OF INFORMATION TO RECEIVER**

6 **IT IS FURTHER ORDERED** that, to the extent not already done pursuant
7 to the TRO, Defendant Cadiz shall immediately provide to the Receiver:

8 A. A list of all Assets and accounts of the Receivership Entities that are
9 held in any name other than the name of a Receivership Entity, or by any person or
10 entity other than a Receivership Entity;

11 B. To the extent of Defendant Cadiz's knowledge, a list of all Assets and
12 accounts of Jason Cardiff and Eunjung Cardiff that are held in any name other than
13 their own names, or by any person or entity other than themselves;

14 C. A list of all agents, employees, officers, attorneys, servants and those
15 persons in active concert and participation with the Receivership Entities, or who
16 have been associated or done business with the Receivership Entities; and

17 D. A description of any documents covered by attorney-client privilege
18 or attorney work product, including files where such documents are likely to be
19 located, authors or recipients of such documents, and search terms likely to
20 identify such electronic documents.

21 **XVIII. COOPERATION WITH THE RECEIVER**

22 **IT IS FURTHER ORDERED** that Defendant Cadiz, her officers, agents,
23 employees, and attorneys, all other persons in active concert or participation with
24 any of them, and any other person with possession, custody, or control of:

- 25 1. Receivership Property or records relating to Receivership
26 Property; or
- 27 2. Other records relating to the Receivership Entities;

1 who receive actual notice of this Order shall fully cooperate with and assist the
2 Receiver. This cooperation and assistance shall include, but is not limited to,
3 providing information to the Receiver that the Receiver deems necessary to
4 exercise the authority and discharge the responsibilities of the Receiver under this
5 Order; providing any keys, codes, user names, passwords, and all other means
6 required to access any computers, electronic devices, mobile devices, machines
7 (onsite or remotely), and any cloud account (including specific method to access
8 account) or electronic file in any medium; advising all persons who owe money to
9 any Receivership Entity that all debts should be paid directly to the Receiver; and
10 transferring funds at the Receiver's direction and producing records related to the
11 Receivership Property and sales of the Receivership Entities.

12 **XIX. NON-INTERFERENCE WITH THE RECEIVER**

13 **IT IS FURTHER ORDERED** that Defendant Cadiz, her officers, agents,
14 employees, attorneys, and all other persons in active concert or participation with
15 any of them, who receive actual notice of this Order, and any other person served
16 with a copy of this Order, are hereby restrained and enjoined from directly or
17 indirectly:

18 A. Interfering with the Receiver's efforts to manage, or take custody,
19 control, or possession of, the Assets or Documents subject to the receivership;

20 B. Transacting any of the business of the Receivership Entities;

21 C. Transferring, receiving, altering, selling, encumbering, pledging,
22 assigning, liquidating, or otherwise disposing of any Assets owned, controlled, or
23 in the possession or custody of, or in which an interest is held or claimed by, any
24 Defendant, except as provided in Section VII.E(1) of this Order; or

25 D. Refusing to cooperate with the Receiver or the Receiver's duly
26 authorized agents in the exercise of their duties or authority under any order of this
27 Court.

28 **XX. STAY OF ACTIONS**

1 **IT IS FURTHER ORDERED** that, except by leave of this Court, during
2 the pendency of the receivership ordered herein, Defendant Cadiz, her officers,
3 agents, employees, attorneys, and all other persons in active concert or
4 participation with her, who receive actual notice of this Order, and their
5 corporations, subsidiaries, divisions, or affiliates, and all investors, creditors,
6 stockholders, lessors, customers and other persons seeking to establish or enforce
7 any claim, right, or interest against or on behalf of Defendants, and all others
8 acting for or on behalf of such persons, are hereby enjoined from taking action that
9 would interfere with the exclusive jurisdiction of this Court over the Assets or
10 Documents of the Receivership Entities, including, but not limited to:

11 A. Filing or assisting in the filing of a petition for relief under the
12 Bankruptcy Code, 11 U.S.C. § 101 et seq., or of any similar insolvency proceeding
13 on behalf of the Receivership Entities;

14 B. Commencing, prosecuting, or continuing a judicial, administrative, or
15 other action or proceeding against the Receivership Entities, including the issuance
16 or employment of process against the Receivership Entities, except that such
17 actions may be commenced if necessary to toll any applicable statute of
18 limitations;

19 C. Filing or enforcing any lien on any Asset of the Receivership Entities,
20 taking or attempting to take possession, custody, or control of any Asset of the
21 Receivership Entities; or attempting to foreclose, forfeit, alter, or terminate any
22 interest in any Asset of the Receivership Entities, whether such acts are part of a
23 judicial proceeding, are acts of self-help, or otherwise.

24 Provided, however, that this Order does not stay: (1) the commencement or
25 continuation of a criminal action or proceeding; (2) the commencement or
26 continuation of an action or proceeding by a governmental unit to enforce such
27 governmental unit's police or regulatory power; or (3) the enforcement of a
28

1 judgment, other than a money judgment, obtained in an action or proceeding by a
2 governmental unit to enforce such governmental unit's police or regulatory power.

3 **XXI. COMPENSATION OF RECEIVER**

4 **IT IS FURTHER ORDERED** that the Receiver and all personnel hired by
5 the Receiver as herein authorized, including counsel to the Receiver and
6 accountants, are entitled to reasonable compensation for the performance of duties
7 pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by
8 them, from the Assets now held by, in the possession or control of, or which may
9 be received by, the Receivership Entities. The Receiver shall file with the Court
10 and serve on the parties periodic requests for the payment of such reasonable
11 compensation, with the first such request filed no more than sixty (60) days after
12 the date of entry of this Order. The Receiver shall not increase the hourly rates
13 used as the bases for such fee applications without prior approval of the Court.

14 **XXII. RECEIVER'S BOND**

15 **IT IS FURTHER ORDERED** that the Receiver shall file with the Clerk of
16 this Court, unless already filed, a bond in the sum of \$15,000 with sureties to be
17 approved by the Court, conditioned that the Receiver will well and truly perform
18 the duties of the office and abide by and perform all acts the Court directs.
19 28 U.S.C. § 754.

20 **XXIII. DISTRIBUTION OF ORDER BY DEFENDANTS**

21 **IT IS FURTHER ORDERED** that Defendant Cadiz shall immediately
22 provide a copy of this Order to each affiliate, telemarketer, marketer, sales entity,
23 successor, assign, member, officer, director, employee, agent, independent
24 contractor, client, attorney, spouse, subsidiary, division, and representative of any
25 Defendant, and shall, to the extent not already done pursuant to the TRO, within
26 ten (10) days from the date of entry of this Order, provide Plaintiff and the
27 Receiver with a sworn statement that this provision of the Order has been satisfied,
28 which statement shall include the names, physical addresses, phone number, and

1 email addresses of each such person or entity who received a copy of the Order.
2 Furthermore, Defendant Cadiz shall not take any action that would encourage
3 officers, agents, members, directors, employees, salespersons, independent
4 contractors, attorneys, subsidiaries, affiliates, successors, assigns or other persons
5 or entities in active concert or participation with them to disregard this Order or
6 believe that they are not bound by its provisions.

7 **XXIV. EXPEDITED DISCOVERY**

8 **IT IS FURTHER ORDERED** that, notwithstanding the provisions of Fed.
9 R. Civ. P. 26(d) and (f) and 30(a)(2)(A)(iii), and pursuant to Fed. R. Civ. P. 30(a),
10 34, and 45, Plaintiff and the Receiver are granted leave, from any time after service
11 of this Order until a Rule 16(b) scheduling order is issued, to conduct limited
12 expedited discovery for the purpose of discovering: (1) the nature, location, status,
13 and extent of Defendants' Assets; or (2) compliance with this Order. The limited
14 expedited discovery set forth in this Section shall proceed as follows:

15 A. Plaintiff and the Receiver may take the deposition of parties and non-
16 parties. Forty-eight (48) hours notice shall be sufficient notice for such
17 depositions. The limitations and conditions set forth in Rules 30(a)(2)(B) and
18 31(a)(2)(B) of the Federal Rules of Civil Procedure regarding subsequent
19 depositions of an individual shall not apply to depositions taken pursuant to this
20 Section. Any such deposition taken pursuant to this Section shall not be counted
21 towards the deposition limit set forth in Rules 30(a)(2)(A) and 31(a)(2)(A) and
22 depositions may be taken by telephone or other remote electronic means.

23 B. Plaintiff and the Receiver may serve upon parties requests for
24 production of Documents or inspection that require production or inspection within
25 five (5) days of service, provided, however, that three (3) days of notice shall be
26 deemed sufficient for the production of any such Documents that are maintained or
27 stored only in an electronic format.

1 C. Plaintiff and the Receiver may serve upon parties interrogatories that
2 require response within five (5) days after Plaintiff serves such interrogatories.

3 D. Plaintiff and the Receiver may serve subpoenas upon non-parties that
4 direct production or inspection within five (5) days of service.

5 E. Service of discovery upon a party to this action, taken pursuant to this
6 Section, shall be sufficient if made by facsimile, email, or by overnight delivery.

7 F. Any expedited discovery taken pursuant to this Section is in addition
8 to, and is not subject to, the limits on discovery set forth in the Federal Rules of
9 Civil Procedure and the Local Rules of this Court. The expedited discovery
10 permitted by this Section does not require a meeting or conference of the parties,
11 pursuant to Rules 26(d) & (f) of the Federal Rules of Civil Procedure.

12 G. The Parties are exempted from making initial disclosures under Fed.
13 R. Civ. P. 26(a)(1) until further order of this Court.

14 **XXV. SERVICE OF THIS ORDER**

15 **IT IS FURTHER ORDERED** that copies of this Order may be served by
16 any means, including facsimile, electronic mail or other electronic messaging,
17 personal or overnight delivery, U.S. Mail or FedEx, by agents and employees of
18 Plaintiff, by any law enforcement agency, or by private process server, upon
19 Defendant Cadiz or any person (including any financial institution) that may have
20 possession, custody, or control of any Asset or Document of Defendant Cadiz, or
21 that may be subject to any provision of this Order pursuant to Rule 65(d)(2) of the
22 Federal Rules of Civil Procedure. For purposes of this Section, service upon any
23 branch, subsidiary, affiliate or office of any entity shall effect service upon the
24 entire entity.

25 **XXVI. CORRESPONDENCE AND SERVICE ON PLAINTIFF**

26 **IT IS FURTHER ORDERED** that, for the purpose of this Order, all
27 correspondence and service of pleadings on Plaintiff shall be addressed to:

28 Elizabeth Sanger

James A. Prunty
Edwin Rodriguez
Shira D. Modell
Federal Trade Commission
600 Pennsylvania Ave., NW
Washington, DC 20580
Tel: (202) 326-2757, -2438, -3147, -3116
Fax: (202) 326-3259
Email: esanger@ftc.gov; jprunty@ftc.gov; erodriguez@ftc.gov;
smodell@ftc.gov

XXVII. EFFECT AND DURATION OF THE ORDER

IT IS FURTHER ORDERED that this Order shall supersede the Stipulated Preliminary Injunction as to Defendant Danielle Cadiz of November 7, 2018 (Dkt. No. 55) and shall expire upon entry of a final judgment in this case as to Defendant Cadiz.

XXVIII. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes.

SO ORDERED, this 26th day of February, 2019, at 10:00 a.m.



UNITED STATES DISTRICT JUDGE